AGREEMENT

United Mine Workers

OF AMERICA

WITH

WESTERN COAL OPERATORS' ASSOCIATION

OF CANADA

As it affects the Crow's Nest Pass Coal Co., Limited

April 1, 1907, to March 31, 1909

FERNIE LEDGER

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1907

AGREEMENT SPAM 15891

United Mine Workers

OF AMERICA

WITH

WESTERN COAL OPERATORS' ASSOCIATION

OF CANADA

COMPRISING THE FOLLOWING COMPANIES, VIZ.:

THE PACIFIC COAL COMPANY, LIMITED.

THE H. W. MCNEILL COMPANY, LIMITED.

THE BRECKENRIDGE & LUND COAL CO., LIMITED

THE WEST CANADIAN COLLIERIES, LIMITED

THE CANADIAN-AMERICAN COAL & COKE CO., LIMITED.

THE INTERNATIONAL COAL AND COKE CO., LIMITED

THE CROW'S NEST PASS COAL CO., LTD.

April 1, 1907, to March 31, 1909

As it affects the Crow's Nest Pass Coal Co., Limited

FERNIE, B. C.

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AGREEMENT.

Article 1.—It is hereby agreed between the Western Coal Operators' Association (consisting of The Pacific Coal Company., Limited; The H. W. McNeill Company, Limited; The Breckenridge and Lund Coal Company, Limited; The West Canadian Collieries, Limited; The Canadian-American Coal and Coke Company, Limited; The International Coal and Coke Company, Limited, and the Crow's Nest Pass Coal Company, Limited), of the one part, and the employees of the said Companies, as represented by the United Mine Workers of America, District No. 18, of the other part, that the agreements existing prior to April 1, 1907, respecting general provisions and scales of contract prices and wages, shall govern the parties hereto for

different in 1907

the period of two years commencing April 1, 1907, and ending March 31, 1909, in so far as the same may not be modified or affected by the provisions of this agreement; it being understood and agreed that the parties thereto will meet in conference sixty days prior to the expiration of this agreement to discuss a renewal thereof. This agreement covers all the mines, coke ovens and outside plants operated by the companies, and all persons accepting employment at these mines agree to be governed by the following rules and regulations:

Settlement of Local and General Disputes.

(a) In case any disputes or grievances arise under this agreement or any local agreement made in connection therewith, whether the dispute or grievance is claimed to have arisen by the Company or any person or persons employed or by the men as a whole, then

the parties shall endeavor to settle the matter as hereinafter provided. But before any grievances or disputes shall be submitted to the Pit Committee, the person or persons affected shall endeavor, by personal application to the Pit Boss, to settle the matter, and in the event of them agreeing, their decision shall be final.

(b) In case of any local dispute arising in any mine, and failure to agree between the Pit Boss and any employee, the Pit Committee and Mine Superintendent shall endeavor to settle the matter, and if they agree, their decision shall be final.

(c) In the event of the failure of the Pit Committee and the Mine Superintendent to settle any dispute so referred to them, as well as in the event of any other dispute arising, the matter in dispute shall be referred to the General Superintendent or General

Manager of the Company and the Officers of District No. 18, U. M. W. of A. for settlement, and if they agree their decision shall be final. Should they fail to agree, it shall be referred to a Joint Committee, said Committee to be made up of three operators appointed by the Western Coal Operators' Association, and three miners appointed by District No. 18, of the U. M. W. of A., for settlement. If they agree their decision shall be binding upon both parties. A majority of the full Committee must vote in favor of any action before it can be declared carried. In the event of a failure to agree, the Committee shall endeavor to select an independent chairman, and failing to agree upon an independent chairman, the Minister of Labor shall be asked to appoint such chairman; the decision of the Committee thus constituted shall be binding upon both parties. The Joint Committee, when necessary,

and binding upon both parties.

Left out of 1909 agreement.

shall meet on the second Monday of each month.

(d) In the meantime, and in all cases while disputes are being investigated and settled, the miners, mine laborers and all other parties involved must continue to work pending investigation and until final decision has been reached, but where miner, miners, mine laborer, or mine laborers, has or have been discharged by the Company, he or they shall not remain in the employ of the Company while his or their case is being investigated and settled. If a claim be made within five days where a man or men has or have been unjustly discharged, the case shall be dealt with according to this article, and if it is proven that he or they have been unjustly dealt with, he or they shall be reinstated. If claim is made for compensation for time lost, in cases where reinstatement has followed, it shall be left to the Joint management of the Company and the officers of District No. 18 U. M. W. of A.

~~Committee~~ to decide what amount, if any, is to be paid.

(e) Any breach of this agreement by any of the parties hereto is not to void the said agreement, but same is to continue in full force and effect. It is not intended, however, by this subsection, to abridge the right of the men to suspend work after final settlement as herein provided, if any operator or operators refuse to be bound by any decision given against them under this article.

the

the Company

New Work.

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Article 2.—Whenever any new work arises, a price for which has not been provided for in this agreement, on the request of the company or the miners, the Joint Committee of the Western Coal Operators' Association and District No. 18 ~~(of the United Mine Workers of America)~~ shall meet within thirty days after the said request and arrange a price. Meantime, and until such price

the Company and the officers of the U.M.W. of A.

The Company shall as far as practicable, supply each and every employee with a sufficient number of cars to enable him to remove expeditiously and without loss of time, all the coal mined by him.

has been arranged, all men shall be paid upon the day wage scale. the

Article 3.—It shall be optional for the men to work partners, but no individual miner shall have more than one laborer working for him. The present system of working partners at Coal Creek shall be adhered to.

Amended as below

Article 4.—The Company shall see that an equal turn of cars be offered to each miner, and that he be given a fair chance to obtain same. The checkweighman shall keep a turn bulletin for the turn-keeper's guidance. The driver shall be subject to whomever the Mine Manager shall designate as turn-keeper in pursuance thereof.

Article 5.—The Company will give to the United Mine Workers of America full recognition and concede the check-off system; that is to say, upon the individual request in writing of any of the Company's employees, the Company shall deduct such monies

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If at any time the majority of the miners and backhands at any colliery decide by a ballot vote to work as partners, the Company shall recognize such men as partners and will not allow any individual to employ backhands on contract work thereafter. On all Company work the company shall employ such class of men as the work requires and at the rate of wages provided for in this agreement.

whenever any new system is inaugurated or radical change in the present system is made on any mine, where there is a contract price fixed thereby, the Company or the Employees may ask for a price to be fixed on the work as "new work", as for example, a change from "longwall" to "Pillar & Stall" or vice versa shall be considered "new work".

which shall be continuous orders not revokable while the makers remain in the employ of the Company; except that the employees embraced in the article "Employees not under jurisdiction" may revoke orders as above, given by them.

from their wages each month as is designated, for dues, assessments, fines and initiation fees, in other words, the Company will retain from the wages due employees any sum they may have given orders upon the Company for, in writing, payable to such officers of the United Mine Workers of America as may be designated ~~in such orders~~.

Amended - see schedule G - page 23 - 27 - covering rates for rent Sanitation water light coal & other supplies

Article 6.—That all fixed expenses of the men for house rent, water, light, sanitation and house coal shall remain as heretofore, each ton of coal to be delivered to the men shall be weighed on a legitimate scale before being delivered, said scale to be subject to the inspection of the inspector of weights and measures.

Amended: When a miners working place becomes deficient owing to any abnormal conditions, preventing him from earning the minimum wage of $3.00 per shift, and should the Company desire to continue to work said place or places, the mine management and Pit Committee shall examine said place or places and agree upon a rate to be paid the miners for such deficient work: failing to agree upon such rate, the place if worked, shall be worked upon the day wage scale for miners.

Article 7.—Any miner failing to earn the minimum rate of three dollars per shift ($3.00) owing to any abnormal condition of his working place, shall be paid by

the Company a sufficient amount to secure him the said minimum.

Article 8.—In every month except those in which a statutory holiday occurs the Monday after pay-day shall be a holiday, but before such holiday, an officer of the United Mine Workers of America, appointed for the purpose, shall wait upon the local mine superintendent and ascertain what his wishes are in respect to the holding of such holiday on such day or other day in lieu thereof.

Article 9.—In case an employee is thrown out of employment, unless discharged, he shall be given preference over new men in other mines in the same camp operated by the same company.

Article 10.—When any employee absents himself from his work for a period of two days, unless through sickness, or by first having properly arranged with the Pit Boss, and having obtained his consent, he may be discharged.

Any employee whose absence would cause any stoppage of work must before absenting himself from work, properly arrange with the Pit Boss for such absence, otherwise he may be discharged.

Article 11.—The Company shall pay the sum of three ($3.00) dollars per day for all miners taken from contract work to do company work.

Article 12.—The Company will deliver all timbers as near the working face as possible, or at the mouth of the room.

Article 13.—The Company will pay three dollars ($3.00) each time the McGinty is moved; one dollar and fifty cents ($1.50) each time the Jig, or smaller McGinty is moved, and five dollars ($5.00) each time the bull wheel is moved. The maximum distance which any of these shall be moved at these prices is twelve feet. The Company reserves to itself the right to move the bull-wheel with

- See page 16 -

Any employee who habitually, to the extent of five days per month absents himself from work may be discharged.

other labor than that of contract miners.

Article 14.—One man shall have only one place, and only one shift in such place. The single shift system shall be adhered to as far as practicable.

It is understood that this article refers only to gangways, rooms and crosscuts. After levels are turned from slopes or inclines, to accommodate a car, the said gangway or level shall be turned over to other men. In the event of a contractor on incline or slope desiring a gangway, or level, he shall have the preference. The object of this article is to prevent sub-contracting in coal, but not in gravel or rockwork.

COAL CREEK COLLIERY.

No. 1 Mine—Mining rate, 55 cents per gross ton.

Yardage—Levels and parallels, $1.00 per lineal yard. Crosscuts between levels, $1.00 per lineal

yard. Room crosscuts, no tracks, 50 cents per lineal yard.

No. 2 Mine—Mining rate, 60 cents per gross ton.

Yardage—Levels and parallels, $1.50 per lineal yard. Crosscuts between levels, $1.50 per lineal yard. Room crosscuts, no tracks, 50 cents per lineal yard.

No. 3 Mine—Mining rate, 60 cents per gross ton.

Yardage—Levels and parallels, $2.00 per lineal yard. Crosscuts between levels, $2.00 per lineal yard. Room crosscuts, no tracks, 50 cents per lineal yard.

No. 5 Mine—Mining rate, 60 cents per gross ton.

Yardage—Levels and parallels, $1.50 per lineal yard. Crosscuts between levels, $1.50 per lineal yard. Room crosscuts, no tracks, 50 cents per lineal yard.

~~No. 9 Mine—Mining rate, 52½ cents per gross ton.~~

~~Clod Scale—Twenty cents per~~ } amended

Pillars stall system: Mining Rate 52½ cents per Gross ton. Yardage. Levels & parallels $1.50 per Lineal yard. Cross cuts between Levels $1.50 per Lineal yard. Room cross cuts, no tracks, 50¢ per Lineal yard. Clod when the Company requires the miner to take down the clod, overlaying the Coal, they shall pay him for doing the same, including stowing, one half Cent per inch in Thickness per foot in width per Lineal yard; measurement to be taken weekly in the middle of the working place.

lineal yard per inch in thickness; measurements to be taken weekly in middle of stall; yardage to include stowing; average width of stall to be 40 feet.

Yardage rate—Place with fast rib, $1 per lineal yard. Cutting faces, $1.50 per lineal yard.

Winning place—$1.50 per lineal yard.

Narrow work—Main and counter levels, 18 feet wide, seven feet high from top of rail, with pack on lower side six feet wide, $15 per lineal yard. Entry slopes or crosscuts, ten feet wide, seven feet high, $10 per lineal yard.

Turning roadways—$5 each.

Cogs—$1 each three feet square, increasing 33 1-3 cents per foot.

Filling water—35 cents per tank.

MICHEL COLLIERY.

No. 8 Mine—Mining rate, 55 cents per gross ton.

Yardage—Levels and parallels,

$1.00 per lineal yard. Crosscuts between levels, $1.00 per lineal yard. Room crosscuts, no tracks, 50 cents per lineal yard. It is agreed that the thickness of coal to be taken out in rooms and pillars shall be 12 feet.

No. 4 Mine—Mining rate, 55 cents per gross ton.

Yardage—Levels and parallels, $2.00 per lineal yard. Crosscuts between levels, $2.00 per lineal yard. Room crosscuts, no tracks, 50 cents per lineal yard.

No. 5 Mine—Mining rate, 60 cents per gross ton.

Yardage—Levels and parallels, 10½ feet wide, $2.40 per lineal yard. Levels and parallels 13½ feet wide, $2.00 per lineal yard. Room crosscuts, no tracks, 50 cents per lineal yard.

No. 3 Mine—Mining rate, ~~55~~ 57¾ cents per gross ton.

Yardage—Levels and parallels, $1.75 per lineal yard. Crosscuts between levels, $1.75 per lineal yard. Room crosscuts, no tracks, 50 cents per lineal yard.

No 7 mine - mining rate 60 cents per gross ton
Yardage - Levels & parallels 10½ ft wide $2.40 per lineal yard.
Levels & parallels 13½ ft wide 2.00 per lineal yard. Room cross-cuts
no tracks 50 cts per lineal yard.

CARBONADO COLLIERY.

Nos. 4 and 5 Mines—Mining rate, 55 cents per gross ton.

Yardage—Levels and parallels, $1.00 per lineal yard. Crosscuts between levels, $1.00 per lineal yard. Room crosscuts, no tracks, 50 cents per lineal yard.

ALL COLLIERIES.

Timbering—$1.00 per set, with lagging and centre post when required. All timber and lagging will be delivered by the Company as near the working place as possible, and thereafter handled, framed and set by the miner.

Tracklaying—Tracks with 16 lb. rails to be laid by miners in levels and parallels, and in rooms and inclines to be laid by miners after one length of rail from frog and switch is laid by Company. In rooms a rate of 15 cents per lineal yard for single tracks and a rate of 30 cents per lineal yard for double tracks will be paid for

see page 24 for amendment to article 12.

all track laid by miners. Company to deliver all material as near the working place as possible, and thereafter to be handled by miners

out in 1909 agreement

Chutes—Company will build first section of chutes, miners shall build thereafter, and will be paid a rate of 30 cents per lineal yard for all chutes built. The Company shall deliver all materials to foot of chutes.

Brushing—Six feet wide, 5 cents per inch in depth per lineal yard. Twelve feet wide, 10 cents per inch in depth per lineal yard.

amended. Five-sixths cent. per foot in width per inch in depth per lineal yard

Dockage—Twenty-eight lbs. to be added to the tare of all mine cars to offset refuse matter in coal. All cars to be confiscated when containing an excessive quantity of refuse, with suspension to follow continued repetition.

amended see page 13 of 1909 agreement

Shiftmen underground—In this schedule the rate named is to be understood as representing a

working day of eight hours except as otherwise designated:

Fireboss..... ....$3.50	left out
Shot lighters..... .... 3.00	
Brattice men.. ... . 3.00	
Brattice men helpers..... ... 2.50	
Timber men..... .... 3.00	
Timber men helpers..... ..... 2.50	
Driver boss..... .... 3.00	
Drivers..... .... 2.75	
Drivers in wet places... ..... 3.00	
Tracklayers... ... . 3.00	"spike team" 3.25
Tracklayers' helpers.. ... ... 2.50	
Miners..... .... 3.00	
Miners in wet places... ... ... 3.50	
Rock miners..... .... 3.50	
Motormen..... .... 2.75	
Motormen helpers..... 2.50	trakemen.
Hoistmen... ....$2.75 to 3.00	
Rope riders..... .... 2.75	
Main and tail rope riders... 3.00	
Couplers..... .... 2.50	
Pushers..... .... 2.50	
Laborers..... .... 2.50	
Timber handlers..... .... 2.75	
Switch boys... ... ...$1.25 to 1.50	
Door boys..... .... 1.00	

Miners taken from Contract work to do Company work 3.00.
machine runners 3.50
" " helpers 3.00.

Pumpmen... ... ... 2.50.
Shiftmen, above ground—
Dumper men, 10 hours. ~~2.50~~ 2.62½
Slate pickers, 10 hours... ... 2.25.
Slate pickers, boys, 10 hours... ... . 1.25.
Car oilers, 10 hours... ... ... 2.25.
Car oilers, boys, 10 hours, 1.50.
Tally Boy, 10 hours... ... ... 1.25.
Teamsters, 10 hours... ... ... 2.62½.
Blacksmith, 10 hours... ..... 3.67½.
Blacksmith helpers, 10 hours..... .... 2.62½.
Carpenters. 10 hours... ..... 3.67½.
Car repairers, 10 hours... ... 3.15.
Carpenter's helpers, 10 hours..... .... 2.32½.
Power house engineers, 8 hours..... .... 3.15.
Power house engineers, 12 hours... ... . 3.67½.
Fan men, 12 hours... ... ... 2.62½.
~~Hoist men~~, 8 hours... ... ... 2.89. Hoisting engineers
Box car loader engineer, 10 hours... ... ... 3.15.
Tipple engineer, 10 hours... 3.15.
Loco. engineer, 10 hours... 3.15.

Lampmen 12 Hours (depending a number of Lamps o skill) men $2.25 - 3.15
" 8 hours 2.25 - 2.62½
Machinist 10 " 3.15 - 3.67½
" helper. 10 hours 2.62½
Fireman — 10 " — 2.25
" — 12 " — 2.62½

Loco. engineer helper, 10 hours..... 2.75
Firemen, 8 hours..... 2.62½
Railroad car handler, 10 hours..... 2.36
Car trimmers, 10 hours..... 2.62½
All other outside laborers, 10 hours..... 2.25

COKE OVENS.

Levelling and drawing, 6¼ ton charge per oven.....$1.00
Levelling and drawing 5 ton charge per oven..... .80
Loading (when over 200 tons a month loaded) per ton..... .17
Loading (when 200 tons or less a month loaded) per ton..... .16

All charges to be large or small at the discretion of the coke oven superintendent.

Locomotive engineer..... 3.15
Larrymen..... 2.25
Plasterers..... 2.25
Carters and cleaners..... 2.25

In witness whereof the parties hereto have hereunto set the hands of their proper officers, this fourth day of May, 1907.

The Western Coal Operators' Association.

(Sgd.) G. G. S. Lindsey, President.

(Sgd.) Lewis Stockett, Vice-President.

(Sgd.) O. E. S. Whiteside, Assistant Secretary.

The Pacific Coal Company, Ltd.

(Sgd.) Lewis Stockett, General Manager.

The H. W. McNeill Coal Company, Limited:

(Sgd.) W. F. McNeill, Vice-President.

The Breckenridge and Lund Coal Company, Ltd.

(Sgd.) John Breckenridge, President.

The West Canadian Collieries, Ltd.

(Sgd.) O. E. S. Whiteside, General Manager.

The Canadian-American Coal and Coke Company, Limited.

(Sgd.) S. M. Moore, General Manager.

The International Coal and Coke Company, Limited.

(Sgd.) H. N. Galer, Vice. President.

The Crow's Nest Pass Coal Company, Ltd.

(Sgd.) G. G. S. Lindsey, General Manager.

The United Mine Workers of America, District 18.

(Sgd.) F. H. Sherman, President.

(Sgd.) John R .Galvin, Vice-President.

(Sgd.) J. A. McDonald, Secretary.

(Sgd.) Peter Patterson, International Board Member.

Witness: As to all signatures other than that of the President of the Breckenridge and Lund Coal Company, Limited.

(Sgd.) W. L. Mackenzie King.

Witness: As to signature of the President of the Breckenridge and Lund Coal Company, Limited

(Sgd.) Lewis Stockett.

See article 6

In accordance with the Coal Mines Regulation Act of B.C. the Company shall at all times deliver an adequate supply of suitable timber, rails, ties, planks and sheet iron at the nearest Crosscut to the face of all raise workings: in pitching veins where the coal is delivered from the rooms by chutes, the timber, rails, ties, planks and sheet iron shall be delivered at the mouth of the room (as for example the raise work at Coronado): and in places where the regular pit cars go to the working face, without being handled by the miners, they shall be delivered on the cars to the working face.

Where the present practice in the mines of the Crows Nest Pass Coal Company differs from the above it is understood that all new work shall conform to the above rule: but places now working beyond the first Crosscut shall continue under the present practice until finished.